

Superintendent's Contract  
KRS 160.350

Commonwealth of Kentucky  
County of Campbell

This article of agreement made and entered into this 28th day of October 2009.

The Bellevue Board of Education and Superintendent Wayne Starnes agree as follows:

I. TERM:

Witnesseth: That Wayne Starnes holding a certificate in Administration and Supervision as provided by law and as recorded below, hereby contracts with the Bellevue Independent School District Board of Education, Bellevue, Kentucky as Superintendent of Schools of said District for the term of four years, beginning on the 1<sup>st</sup> day of July, 2010 and expiring on June 30, 2014, in accordance with Common School Laws and the Rules and Regulations prescribed in pursuance thereof by the Kentucky Board of Education.

II. SALARY:

The Board of Education shall pay the Superintendent an annual salary of \$126,177.00 + the percentage to be received by all other certified staff employees for the 2010-2011 school year. This salary shall be paid to the Superintendent semi-monthly. The Board and the Superintendent may agree to adjust the salary of the Superintendent during the term of this contract. However, in no event shall the increase in salary be less than the percentage to that received by all other certified employees on each and every July 1<sup>st</sup> for each and every year he is employed by the Board as Superintendent. Nor shall the increase of salary of the Superintendent be less than the salary paid in the preceding year. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and become part of this contract, but it shall not be deemed that the Board and Superintendent have entered into a new contract or that the termination date of the existing contract has been extended.

III. WORKING DAYS AND BENEFITS:

This contract requires the services of the Superintendent for two hundred forty (240) days per year; however, he shall enjoy the same state and national holiday schedule recognized by other full time administrative staff.

It is agreed that Wayne Starnes shall receive twenty (20) paid vacation days annually, exclusive of holidays, to be used at the discretion of the Superintendent.

It is agreed that Wayne Starnes be reimbursed for in-district and out-of-district expenses including mileage that will be incurred while carrying out the duties of Superintendent.

In addition, the Superintendent shall receive a separate \$500.00 per month car allowance and \$125.00 per month for district expenses to be paid on the 30<sup>th</sup> of each month.

The Superintendent's contribution to the Kentucky Teacher Retirement System shall be reimbursed by the school district.

It is agreed that Wayne Starnes continue professional growth through the Superintendent's participation, as he might decide in light of his responsibilities as Superintendent, in:

- A. The operation, programs, and other activities conducted or sponsored by local, state and national school administrator and school board associations;
- B. Seminars and courses offered by public or private educational institutions; and
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the School District.

The Board shall pay 100% of the Superintendents membership charges to:

- A. Such professional associations in which the Superintendent and the Board feel it is necessary to maintain and improve his or her professional skills, as permitted by State law as approved by the Board in such the annual budget; and
- B. One or more area Civic Organization

It is agreed that the Bellevue Independent School District will furnish Wayne Starnes with a Board owned cellular telephone and paging device with a Board contracted service.

Upon termination of this contract, the Superintendent shall be entitled to receive not less than any salary earned under this contract which is accrued and unpaid prior to termination, any reimbursable expenses so accrued and unpaid, and any accrued and unpaid benefit (including, but not limited to, cash compensation for those vacation, sick, and/or personal days accumulated but not used throughout the term of this contract), all of which shall be paid by the District to the Superintendent within thirty (30) days after such termination or in accordance with any procedures required by Kentucky law.

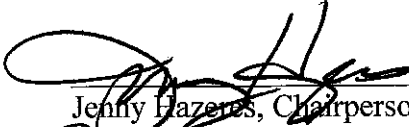
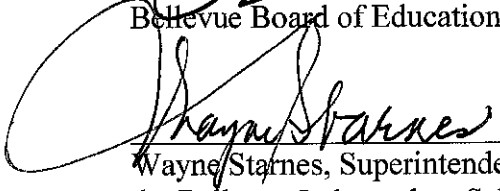
#### IV. PROFESSIONAL LIABILITY

The BOARD agrees that it shall defend the SUPERINTENDENT from any and all demands, claims, suits, actions and legal proceedings brought against the SUPERINTENDENT in his or her individual capacity, or in his official capacity as agent and employee of the BOARD, provided the incident arose while the SUPERINTENDENT was acting within the scope of his employment and excluding criminal litigation, to the extent liability coverage is within the authority of the school board to provide under State law.

If in the good faith opinion of Wayne Starnes a conflict exists regarding the defense of a claim between the legal position of the SUPERINTENDENT and the legal position of the District, the SUPERINTENDENT, after conferring with the School Board Attorney, may engage counsel in which event the District shall be responsible for the cost of legal defense as permitted by State Law. The District shall not, however, be required to pay any costs of any legal proceedings in the event the District and SUPERINTENDENT have adverse interests in litigation.

It is further agreed that Wayne Starnes is to devote his entire time of employment to the discharge of his duties as set out by the laws, rules, and regulations of the Kentucky Board of Education, and failure to do so will invalidate this contract. Under the provisions of KRS 160.440, however, Wayne Starnes shall serve as the Secretary of the Bellevue Board of Education.

IN WITNESS WHEREOF:

  
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Jenny Hazeres, Chairperson of the  
Bellevue Board of Education  
\_\_\_\_\_  
Wayne Starnes, Superintendent of  
the Bellevue Independent Schools